

Appendix A – Easement Documents

- 1960 Highway Easement
- Notice of Termination of Public Highway Easement
- St. Louis and Lake Counties Regional Railroad Authority Certificate of Title

2B

HIGHWAY EASEMENT

THIS INDENTURE, made this 27th day of May, 1960,
by and between UNITED STATES STEEL CORPORATION, a corporation under the
laws of the State of New Jersey, Grantor, and STATE OF MINNESOTA, Grantee,
WITNESSETH:

The Grantor, for valuable considerations, the receipt whereof
is hereby acknowledged, does hereby grant and convey to the Grantee,
upon the conditions and covenants hereinafter provided, an easement for
public highway purposes, together with the unrestricted privilege to
improve the same, over and across the following described lands in the
County of St. Louis and State of Minnesota, to-wit:

All that part of the four following described tracts:

1. The southeast quarter of the southwest quarter ($SE\frac{1}{4}\ SW\frac{1}{4}$)
of section 20, township 58 north, range 17 west;
2. The southeast quarter of the northwest quarter ($SE\frac{1}{4}\ NW\frac{1}{4}$)
of section 20, township 58 north, range 17 west;
3. The southwest quarter of the northeast quarter ($SW\frac{1}{4}\ NE\frac{1}{4}$)
of section 20, township 58 north, range 17 west;
4. The southeast quarter of the northeast quarter ($SE\frac{1}{4}\ NE\frac{1}{4}$)
of section 20, township 58 north, range 17 west, same
being registered land Certificate of Title No. 139712;

which lies within a distance of 75 feet southeasterly and 164 feet north-
westerly of the following described line:

From a point on the east and west quarter line of said
section 20, distant 162.45 feet east of the center of
said section, run northwesterly at an angle of $30^{\circ}15'$
with said east and west quarter line for 103.7 feet;
thence deflect to the right at an angle of $55^{\circ}14'$ for
1974.5 feet to the point of beginning of the line to
be described; thence run southwesterly along the last
described course for 1073.8 feet; thence deflect to
the left on a ten chord spiral curve of decreasing
radius (spiral angle $6^{\circ}00'$) for 300 feet; thence de-
flect to the left on a $4^{\circ}00'$ circular curve (delta
angle $43^{\circ}14'$) for 1030.8 feet; thence deflect to the
left on a ten chord spiral curve of increasing radius
(spiral angle $6^{\circ}00'$) for 300 feet; thence on tangent
to said curve for 98.1 feet; thence deflect to the
right on a ten chord spiral curve of decreasing radius
(spiral angle $6^{\circ}00'$) for 300 feet; thence deflect to

the right on a 4°00' circular curve (delta angle 22°00') for 550 feet; thence deflect to the right on a ten chord spiral curve of increasing radius (spiral angle 6°00') for 300 feet; thence on tangent to said curve for 238.9 feet; thence deflect to the left on a ten chord spiral curve of decreasing radius (spiral angle 4°30') for 300 feet; thence deflect to the left on a 3°00' circular curve (delta angle 15°44') for 524.4 feet and there terminating;

excepting therefrom all that portion of the southerly one foot of the southwest quarter of the northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said section 20 (Tract 3) which lies between two lines run parallel with and distant 65 feet and 75 feet southeasterly of the above described line;

together with all that part of Tract 3, above described, which lies northwesterly of the above described strip and southeasterly of a line run parallel with and distant 100 feet northwesterly of the following described line: From a point on the above described line, distant 632.7 feet southwesterly of its point of beginning, run northwesterly at right angles with said line for 64 feet to the point of beginning of the line to be described; thence deflect to the right at an angle of 90° for 100 feet; thence deflect to the left on a ten chord spiral curve of decreasing radius (spiral angle 6°00') for 300 feet and there terminating;

also together with a strip 25 feet in width adjoining and southeasterly of the first above described strip: Beginning opposite a point on the first above described line, distant 1073.8 feet southwesterly of its point of beginning (when measured along said line) and extending northeasterly to the north line of Tract 4, above described;

also together with a strip 20 feet in width adjoining and northwesterly of the first above described strip and extending over and across Tract 1, above described;

also together with a strip 20 feet in width adjoining and northwesterly of the last above described strip: Beginning opposite a point on the first above described line, distant 620.2 feet northeasterly of its point of termination (when measured along said line) and extending northeasterly to the east line of Tract 1, above described;

also together with all that part of the following described tracts:

5. The northwest quarter of the northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of section 20, township 58 north, range 17 west;
6. The northeast quarter of the northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of section 20, township 58 north, range 17 west;
7. The southwest quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of section 17, township 58 north, range 17 west;
8. The southeast quarter of the southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of section 17, township 58 north, range 17 west;
9. The northeast quarter of the southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of section 17, township 58 north, range 17 west;

10. The northwest quarter of the southeast quarter ($NW\frac{1}{4} SE\frac{1}{4}$) of section 17, township 58 north, range 17 west, except railway right of way (being 50 feet westerly of the center of the westerly track of the Grantor, as now laid out);
11. The northeast quarter of the southwest quarter ($NE\frac{1}{4} SW\frac{1}{4}$) of section 17, township 58 north, range 17 west;

which lies northwesterly of a line run parallel with and distant 100 feet southeasterly of the first following described line, easterly of a line run parallel with and distant 100 feet westerly of the second following described line and southwesterly of a line run parallel with and distant 100 feet northeasterly of the third following described line:

- Line 1. Beginning at a point on the east and west quarter line of said section 20, distant 162.45 feet east of the center of said section; thence run northwesterly at an angle of $80^{\circ}15'$ with said east and west quarter line for 108.7 feet; thence deflect to the right at an angle of $55^{\circ}14'$ for 3734.8 feet and there terminating;
- Line 2. From a point on the last above described Line 1, distant 1009.4 feet northeasterly of its point of beginning (when measured along said Line 1) run northwesterly at right angles with said Line 1 for 64 feet to the point of beginning of Line 2, to be described; thence deflect to the right at an angle of 90° for 541.1 feet; thence deflect to the left on a ten chord spiral curve of decreasing radius (spiral angle $6^{\circ}00'$) for 300 feet; thence deflect to the left on a $4^{\circ}00'$ circular curve (delta angle $66^{\circ}03'36''$) for 1651.5 feet; thence deflect to the left on a ten chord spiral curve of increasing radius (spiral angle $6^{\circ}00'$) for 300 feet; thence on tangent to said curve for 2282.9 feet; thence deflect to the left on a ten chord spiral curve of decreasing radius (spiral angle $4^{\circ}15'$) for 200 feet; thence deflect to the left on a $4^{\circ}15'$ circular curve (delta angle $45^{\circ}45'$) for 1076.5 feet and there terminating;
- Line 3. From the point of termination of Line 1, above described, run northwesterly at an angle of $83^{\circ}24'30''$ with said Line 1 for 2716.4 feet; thence deflect to the right at an angle of $16^{\circ}11'$ for 1737.2 feet; thence deflect to the left at an angle of $51^{\circ}54'$ for 897.6 feet to the point of beginning of the line to be described; thence run southeasterly along the last described course for 100 feet; thence deflect to the right on a ten chord spiral curve of decreasing radius (spiral angle $4^{\circ}00'$) for 200 feet; thence deflect to the right on a $4^{\circ}00'$ circular curve (delta angle $43^{\circ}54'$) for 1697.5 feet; thence deflect to the right on a ten chord spiral curve of increasing radius (spiral angle $4^{\circ}00'$) for 200 feet; thence on tangent to said curve for 396.5 feet; thence deflect to the left on a $1^{\circ}30'$ curve (delta angle $16^{\circ}11'$) for 1078.9 feet; thence on tangent to said curve for 2173.3 feet and there terminating;

also together with a strip 12 feet in width adjoining and northeasterly of the last above described 100 foot parallel line: Beginning opposite a point on the last above described line, distant 1760.3 feet northwesterly of its point of termination and extending southeasterly to the east line of Tract 8, above described;

also together with a strip 50 feet in width adjoining and northeasterly of said last above mentioned 100 foot parallel line and extending over and across that portion of the north 300 feet of Tract 10, above described, lying southwesterly of the railway right of way;

also together with all that part of Tract 6, above described, which lies southwesterly of a line run parallel with and distant 100 feet south-easterly of line 1, above described, and northwesterly of a line run parallel with and distant 100 feet southwesterly of the following described line: From a point on said line 1, distant 1760.3 feet southwesterly of its point of termination, run southwesterly at right angles with said line 1 for 12 feet to the point of beginning of the line to be described; thence deflect to the left at an angle of 90° for 1159.4 feet; thence deflect to the right on a 6°00' curve (delta angle 31°59') for 866.4 feet and there terminating;

also together with a strip 20 feet in width adjoining and westerly of a line run parallel with and distant 100 feet westerly of line 2, above described; Beginning opposite a point on said line 2, distant 1678 feet northwesterly of its point of beginning and extending northerly for 400 feet (both distances being measured along said line 2);

also together with a strip 20 feet in width adjoining and southwesterly of a line run parallel with and distant 100 feet southwesterly of said line 2; Beginning opposite a point on said line 2, distant 3278 feet northerly of its point of beginning and extending northerly for 700 feet (both distances being measured along said line 2);

containing 74.35 acres, more or less, in addition to the existing highways; together with all right of access, being the right of ingress to and egress from that portion of the above described tracts, not acquired herein, to Trunk Highway No. 53, except that the abutting owner shall retain the right of access from that portion of Tract 10, not acquired herein, on the easterly side between points distant 2326.5 feet and 2394.3 feet southwesterly of the point of beginning of line 3, above described (both distances being measured along said line 3) and on the southwesterly side of said trunk highway between points distant 1819 feet and 1904 feet southwesterly of the point of termination of line 2, above described;

also a right to construct slopes on and remove materials from the easterly 150 feet of the southerly 700 feet of Tract 2, above described, and that portion of the southerly 700 feet of Tract 3, above described, which lies northwesterly of the first above described strip and westerly of the westerly right of way line of Trunk Highway No. 53 as the same is now located and traveled, also the easterly 20 feet of the northerly 190 feet of the north-east quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of said section 20, which right shall cease on December 31, 1962;

containing 5.42 acres, more or less.

SUBJECT to all easements or licenses for existing public or private utilities and to all leases for any part of the easement areas hereby conveyed.

And the said Grantor, for itself, its successors and assigns, does covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described easement areas for the continuation of this easement, and does hereby grant and convey to the State

of Minnesota all grasses, shrubs, trees, and natural growth now existing on said easement areas or that may be hereafter planted or grown thereon.

And the said Grantor, for itself, its successors and assigns, does hereby release the Grantee, its successors and assigns, from all claims for any and all physical damages resulting to the tracts of land through and across which the easement areas hereby conveyed are located by reason of the location, grading, construction, maintenance, and use of a public highway over and upon, and the removal of materials from, the easement areas hereby conveyed, and from the uses incident thereto; and the Grantee shall have the right to use and remove all earth and other materials except minerals lying within the easement areas hereby conveyed and the right to construct and maintain, upon the lands adjoining the easement areas hereby conveyed, such portable snow fences during such months as weather conditions make necessary.

WHEREAS, the tracts of land above described may contain iron ore, taconite, or other minerals which may hereafter be desired to be mined and removed, the parties hereto agree that the provisions of M.S.A. Section 160.10 (1959 Laws, Chapter 500, Section 10) shall apply to and bind the parties hereto in the premises to the effect that: whenever the Grantor, or its successors or assigns, shall file with the Commissioner of Highways of the State of Minnesota, or with his successor, a notice stating therein (a) the immediate desire to mine and remove the iron ore, taconite, or other minerals contained in any of said tracts of land and encumbered by the easement hereby conveyed, (b) the description of the portion of the said easement area, if less than the whole, so to be disturbed or affected by that mining and removal, and (c) the request for the termination of the public highway then located upon the whole or that portion of the said easement area so described, then upon the expiration of three (3) years after the filing of said notice as aforesaid the easement and rights acquired by the Grantee by this conveyance shall absolutely cease and terminate as to the whole easement areas or any portion of the easement area described in said

notice, without any further notice or other act or ceremony whatever, either by way of legal proceedings or otherwise, on the part of the Grantor, or its successors or assigns, and irrespective of any action or failure to act on the part of the Grantee. Successive notices of the kind hereinbefore described may be filed from time to time. The provisions of this paragraph shall be construed to be both a covenant and a condition upon which the easement herein granted is conveyed.

If said notice, or notices, will be filed as aforesaid before May 1, 1987, the Grantor, or its successors or its assigns causing the notice to be so filed, shall assume, and shall reimburse the Grantee, all costs directly attributable to the termination of the easement hereby granted, or the portion thereof specified in any notice, including, but not limited to, the acquisition of the easements for, and the construction of, a substituted public highway and the payment to others of their damages arising out of, or by reason of, the termination of the easement, or any part thereof, hereby granted.

If said notice, or notices, will be filed as aforesaid after April 30, 1987, the Grantee shall assume all said costs and shall reimburse the Grantor, or its successors or its assigns causing the notice to be so filed, for any of said costs primarily imposed by law upon the Grantor, or its successors or its assigns.

As further consideration for this easement the Grantee covenants that at its own expense it shall negotiate with all parties, other than the Grantor, now in possession or occupancy of the easement areas herein conveyed whose interest as lessee, licensee, or occupant of said land will or may be affected by the taking of the easement areas, and shall arrange by negotiation, eminent domain or other legal procedure as to such lessee, licensee, or occupant for the relocation, reconstruction, or removal of such improvements owned by them as may be necessary because of the construction and maintenance of a highway upon said easement areas and the use thereof for highway purposes. The Grantor will provide the Grantee with

information as to the identity of such lessees, licensees, or occupants and their rights in the said premises.

And as further consideration for this easement, it is also agreed by and between the Grantor and Grantee as follows:

1. The Grantor shall upon order of the Commissioner of Highways rearrange Grantor's two transmission lines, together with all appurtenances thereto, now crossing the highway right of way in the northwest quarter of the southeast quarter (NW¹₄ SE¹₄) of section 17, township 58 north, range 17 west, from their present location to such location on the highway right of way of Trunk Highway 53 as the Commissioner of Highways will direct or outside the said right of way to private right of way.

2. Upon being furnished satisfactory proof that said two transmission lines, together with all appurtenances thereto, have been so rearranged, the Grantee shall reimburse the Grantor for the actual sums expended by the Grantor for rearranging said two transmission lines, based upon itemized statements thereof presented to the Grantee, less any salvage value derived from the old facilities and less any increase in the value of the new facilities. The Grantee, at its discretion, shall have a right to audit the Grantor's account.

The amount of the STATE DEED TAX due on this instrument as required by Extra Session LAWS of MINNESOTA, 1959, chapter 70, Article XII, is the sum of \$ None.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument in triplicate on the day and year first above written.

In Presence of:

UNITED STATES STEEL CORPORATION

Benjamin J. Blacik

by R. O. Hawkanson
Vice President of its
Oliver Iron Mining Division

Allan P. Kosek

Attest: Howard P. Clarke (CORPORATE SEAL)
Its Assistant Secretary

In Presence of:

STATE OF MINNESOTA

M. McCauley

by L. P. Zimmerman
Its Commissioner
of Highways

K. Haes

(SEAL)

STATE OF MINNESOTA,)
County of St. Louis.) ss.

On this 27 day of May, 1960, before me, a Notary Public within and for said County and State, personally appeared R. O. Hawkanson, to me personally known, who, being by me duly sworn, did say that he is Vice President of Oliver Iron Mining Division, UNITED STATES STEEL CORPORATION, a New Jersey corporation, the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. O. Hawkanson acknowledged said instrument to be the free act and deed of said corporation.

Allan P. Kosak

Allan P. Kosak
Notary Public, St. Louis County, Minn.
My Commission Expires Jan. 30, 1965

STATE OF MINNESOTA,)
County of Ramsey.) ss.

(NOTARIAL SEAL)

On this 17th day of June, 1960, before me, a Notary Public within and for said County and State, personally appeared L. P. Zimmerman, the duly appointed, qualified, and acting Commissioner of Highways of the State of Minnesota, to me known to be the person who executed the foregoing instrument, and he acknowledged that he executed the same for and in behalf of the State of Minnesota as his free act and deed and as the free act and deed of the State of Minnesota for the uses and purposes therein expressed.

Bruce M. Kalb

Bruce M. Kalb
Notary Public, Ramsey County, Minn.
My Commission Expires Aug. 1, 1963
(NOTARIAL SEAL)



CLIFFS NATURAL RESOURCES INC.
United Taconite LLC
PO Box 180, Eveleth, MN 55734
P 218.744.7800 cliffsnaturalresources.com

May 5, 2010

NOTICE OF TERMINATION OF PUBLIC HIGHWAY EASEMENT

COMMISSIONER
MINNESOTA DEPARTMENT OF
TRANSPORTATION
395 John Ireland Boulevard
Mailstop 100
St. Paul, Minnesota 55155-1899

Re: Termination of Highway Easement Created under Highway Easement dated
May 27, 1960

Dear Sir:

This NOTICE OF TERMINATION OF PUBLIC HIGHWAY EASEMENT (hereinafter "this Notice") is given pursuant to the terms and conditions set forth in that Highway Easement dated May 27, 1960, entered into by and between United States Steel Corporation, as grantor, and the State of Minnesota, as Grantee (hereinafter "the Easement Agreement"). This Notice is given jointly by RGGS Land & Minerals, LTD, LP, a Delaware limited partnership (hereinafter "RGGS"), and by United Taconite LLC, a Delaware limited liability company (hereinafter "UTAC"), as successors-in-interest to United States Steel Corporation under the Easement Agreement. RGGS and UTAC are hereinafter referred to collectively as "Grantor."

You are hereby notified as follows:

1. Grantor has the immediate desire to mine and remove iron ore, taconite or other minerals contained in the tracts of land encumbered by the Easement Agreement, which lands are specifically described in numbered paragraph 2 below.
2. The description of the lands to be affected by the activities referred to and described in numbered paragraph 1 above is as follows: NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, all in Section 17, Township 58, Range 17, St. Louis County, Minnesota (hereinafter collectively "the Subject Premises.")

3. Grantor hereby requests termination of the public highway located upon the Subject Premises.

Any questions concerning this NOTICE OF TERMINATION OF PUBLIC HIGHWAY EASEMENT should be directed to Grantor as follows: Cliffs Natural Resources, Attn: Mr. Gabriel Johnson, 550 East Division, Ishpeming, MI 49849, Email: gabriel.johnson@cliffsnr.com with a copy to Peter Heltunen, RGGGS Land & Minerals, Ltd, LP, P.O. Box 1266, Virginia, MN, 55792, Email: pheltunen@rggs.us.

Sincerely yours,

RGGGS LAND & MINERALS, LTD, LP

By: Gordy Oil Company, a Texas corporation

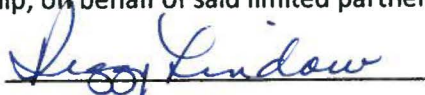
Its: General Partner

By: 
Russell D. Gordy, President

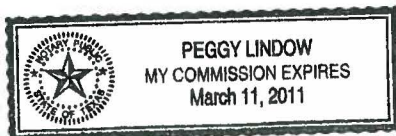
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 16th day of April, 2010, by Russell D. Gordy, President of Gordy Oil Company, a Texas corporation, the general partner of RGGGS Land & Minerals, Ltd., L.P., a Delaware limited partnership, on behalf of said limited partnership.



Notary Public in and for the State of Texas

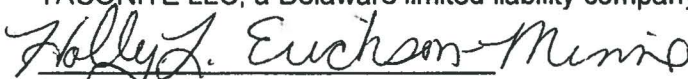


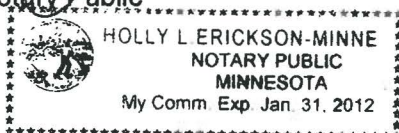
UNITED TACONITE LLC

By: 
John Tuomi

Its: Vice President & General Manager

Subscribed and sworn to before me this 21st day of APRIL, 2010, by John Tuomi, the VICE PRESIDENT & GEN MGR of UNITED TACONITE LLC, a Delaware limited liability company, on behalf of the company.


Notary Public



MINNESOTA DEPARTMENT OF TRANSPORTATION

C.S. 6918 (53=11)906 PARCEL NO. 20

COUNTY OF St. Louis JOB NO. _____

CERTIFICATE OF TITLE

I hereby certify to the State of Minnesota that I have examined the title to the real estate herein described as shown by the records in the office of the County Recorder, Registrar of Titles, County Auditor and County Treasurer, and as shown by said records the title to the following described tract:

That part of the Railroad right of way of the St. Louis and Lake Counties Regional Railroad Authority lying in the SE ¼ of the NW ¼, the W ½ of the SW ¼ of the NE ¼, and the W ½ of the NW ¼ of the SE ¼ of Section 16, Township 58, Range 17.

_____ of Section 16, Township 58 north, range 17 west, St. Louis County,

is at the date of this certificate in the following named persons: (if the title is registered, note the certificate number.)

REGISTERED LAND TORRENS CERTIFICATE NO. _____

| <u>Name</u> | <u>Nature of Interest</u> | <u>Date of Document & Date Recorded</u> | <u>Book & Page and/or Doc. No.</u> | <u>Name of Spouse If single, so state</u> |
|---|---------------------------|---|--|---|
| St. Louis and Lake Counties Regional Railroad Authority (a MN political subdivision) | fee | Dated 11/23/98 Rec. 6/29/99 | 755914 | |

During the past five years the title to said tract was in the following persons, if different from above:

| <u>Name</u> | <u>Nature of Interest</u> | <u>Date of Document & Date Recorded</u> | <u>Book & Page and/or Doc. No.</u> | <u>Name of Spouse If single, so state</u> |
|-------------|---------------------------|---|--|---|
| | | | | |

SUBJECT ONLY TO THE FOLLOWING: (Here enumerate encumbrances and liens of every nature, giving names and addresses of parties, date of instrument, date of recording, document number, and other pertinent information; also enumerate other defects, if any, in the title; any judgments docketed in the office of the Court Administrator that would be a lien against this property should be shown here. Show docket number, date of entry and amount of judgment, names of judgment debtor and creditor and attorney for the creditor.)

The lands covered herein were originally conveyed by the State of Minnesota to the Duluth and Iron Range Railroad Company by a number of Right of Way Deeds, recorded in Book 66 of Deeds, page 418, Book 97 of Deeds, page 42, Book 69 of Deeds, page 467, Book 65 of Deeds, page 577, and Book 94 of deeds, page 179. The deeds specify that the land is to be used for railroad purposes. The lands conveyed by deed recorded in Book 97 of Deeds, page 42 also Excepts and reserves all iron ore and other minerals.

Mining Lease in favor of Rhude & Fryberger, Inc., recorded 7/17/86, as Doc. No. 415963.

Assignment and Assumption Agreement, dated 12/28/88, recorded 8/28/90, as Doc. No. 504664, Longyear Mesaba Company, ("Assignor") to Kennecott Minerals Company, assigns all of Assignor's right, title and interest in and to that certain Option To Take Assignment agreement dated as of July 1, 1986, by and between American Shield Company, a Minnesota General Partnership and Longyear Mesaba Company. The Option to Take Assignment additionally granted Assignor certain contract rights with respect to the property described in Parts 3 and 4 of Exhibit O (all of Section 21, Township 58, Range 17) Assigned by Assignment, dated 6/30/89, recorded 7/13/89, as Doc. No. 478783, Kennecott Minerals Company to Kenexplore Inc.

Right of Way Easement, dated 7/30/92, recorded 12/14/92, as Doc. No. 562588, running in favor of St. Louis County for an easement and right of way for road or trail purposes.

Lease to Explore For, Mine and Remove Metallic Minerals, dated 12/6/07, recorded 10/16/07, as Doc. No. 1247669, by the State of Minnesota, to Lehmann Exploration Management, Inc., for a term of 50 years beginning 12/6/07. Covers the entire N 1/2 and the minerals in the SE 1/4 of Section 16, Township 58, Range 17.

I further certify that all taxes and assessments against said tracts are paid, except: Exempt

[illegible]

Corporation or Partnership
 Corporation or Partnership

00755914

667791

No delinquent taxes and transfer entered; Certificate
 of Real Estate Value () filed () not required
 Certificate of Real Estate Value No. _____
 _____, 19 _____

County Auditor

by _____

Deputy

STATE DEED TAX DUE HEREON: \$ 42.90Date: 11-23, 1998

** CONFORMING COPY **

ST. LOUIS COUNTY RECORDER
STATE OF MINNESOTA

DOCUMENT NO. 00755914

ON 06/29/1999
AT 11:30AMMARK A. MONACELLI
COUNTY RECORDER** CONFORMING COPY **
A2799023

(reserved for recording data)

FOR VALUABLE CONSIDERATION, Duluth, Missabe & Iron Range Railway Company
Delaware, a corporation under the laws of
Counties Regional Railroad Authority, Grantor, hereby conveys and quitclaims to St. Louis and Lake
a political subdivision under the laws of Minnesota, Grantee,
St. Louis County, Minnesota, described as follows:

All of the Grantor's interests in the:

SE1/4 of the NE1/4, Section 23, Township 58 North, Range 17 West;
 SW1/4 of the NE1/4, Section 23, Township 58 North, Range 17 West;
 SE1/4 of the NW1/4, Section 23, Township 58 North, Range 17 West;
 SW1/4 of the NW1/4, Section 23, Township 58 North, Range 17 West;
 NW1/4 of the NW1/4, Section 23, Township 58 North, Range 17 West;
 NE1/4 of the NE1/4, Section 22, Township 58 North, Range 17 West;
 SE1/4 of the SE1/4, Section 15, Township 58 North, Range 17 West;
 SW1/4 of the SE1/4, Section 15, Township 58 North, Range 17 West;
 NW1/4 of the NE1/4, Section 22, Township 58 North, Range 17 West;

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

Not entered for taxation. This 25th day of Duluth, Missabe & Iron Range Railway Company

GORDON D. McFAUL, ST. LOUIS COUNTY AUDITOR

By J. P. Bobich
Deputy,Its Vice President - AdministrationBy Daniel M. Stein
Its Assistant SecretaryPENNSYLVANIA
STATE OF MINNESOTA

COUNTY OF ALLEGHENY

} ss.

The foregoing was acknowledged before me this 23rd day of November, 1998,
 by J. P. Bobich and C. F. Shotton or R. J. Koch or D. M. Stein
 the Vice President - Administration and Assistant Secretary
 of Duluth, Missabe & Iron Range Railway Company, a corporation
 under the laws of Delaware, on behalf of the corporation.

: NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Notarial Seal
 Patricia L. Kirk, Notary Public
 Monroeville Boro, Allegheny County
 My Commission Expires July 13, 2000

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Daniel J. Stein
 DM & IR Railway Co.
 P.O. Box A
 Proctor, MN 55810

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should
be sent to (include name and address of Grantee):

St. Louis & Lake Counties Regional Railroad
 Northland Office Center
 307 South First Street, Room 113
 Virginia, MN 55792-1148

Attn: Robert P. Manzoline

NE1/4 of the NW1/4, Section 22, Township 58 North, Range 17 West;
NW1/4 of the NW1/4, Section 22, Township 58 North, Range 17 West;
SW1/4 of the SW1/4, Section 15, Township 58 North, Range 17 West;
SE1/4 of the SE1/4, Section 16, Township 58 North, Range 17 West;
NE1/4 of the SE1/4, Section 16, Township 58 North, Range 17 West;
NW1/4 of the SE1/4, Section 16, Township 58 North, Range 17 West;
SW1/4 of the NE1/4, Section 16, Township 58 North, Range 17 West;
SE1/4 of the NW1/4, Section 16, Township 58 North, Range 17 West;

which is 52 acres, more or less, of abandoned railroad right-of-way as indicated by the red coloring upon the white print maps attached hereto, marked Exhibit A, and hereby made a part hereof.

Grantee, for itself, its successors and assigns, hereby irrevocably and unconditionally waives, releases and relinquishes all claims, causes of action, demands, losses, costs, injuries, fees (including attorney's fees), damages or liability which Grantee or its successors and assigns now has or may have, whether the same be known or unknown, latent or patent, against Grantor, its directors, officers, employees and agents, by reason of (W) the presence of any Hazardous Materials on or under the Premises or the ground or surface waters thereof, (X) the escape, seepage, release or leakage or any Hazardous Materials from the Premises into the air or upon any land, water or ground water, (Y) any remediation, removal or other corrective action which may be required or desirable with respect to the Premises pursuant to any Environmental Laws or otherwise.

UNDER AND SUBJECT TO THE FOLLOWING:

General Real Estate Taxes for the year or years which are a lien on the Premises but not yet due and payable, and subsequent years.

Covenants, conditions and restrictions of record, if any.

Private and public easements for utilities, quasi-public utilities and access, if any.

Roads, highways and streets, if any.

Drainage tiles, ditches, feeders and laterals, if any.

Existing licenses and leases, if any.

Applicable zoning and building laws, ordinances, codes and regulations.

Building set back lines and restrictions, if any.

Rights of the public, the State of Minnesota and the municipality, if any, in and to that part of the Premises, if any, taken or used for road or highway purposes.

The Seller acknowledges that the Seller does not know of any wells on the above described real property.

Deed conveys only right or interest to Railway right-of-way crossing above said descriptions.

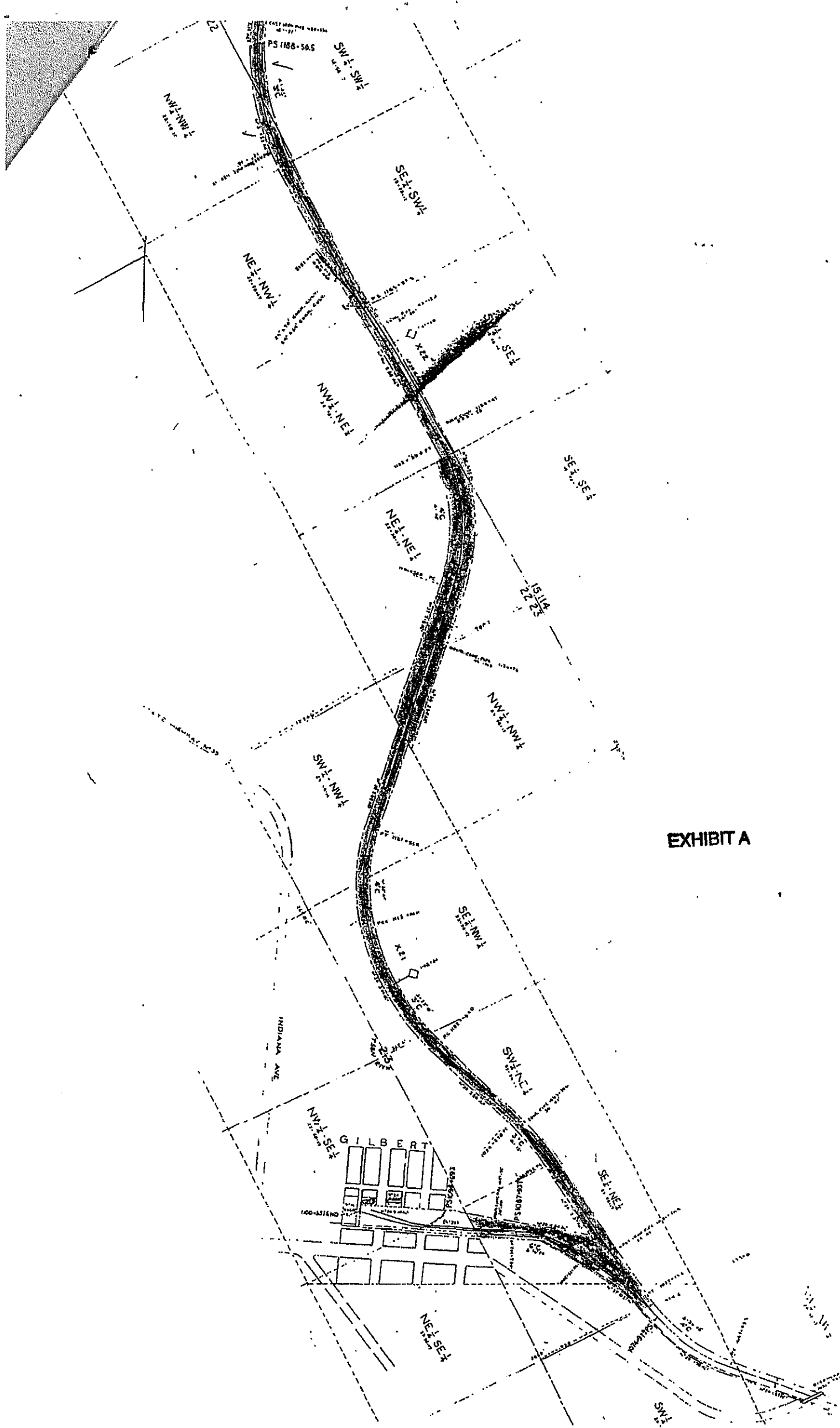
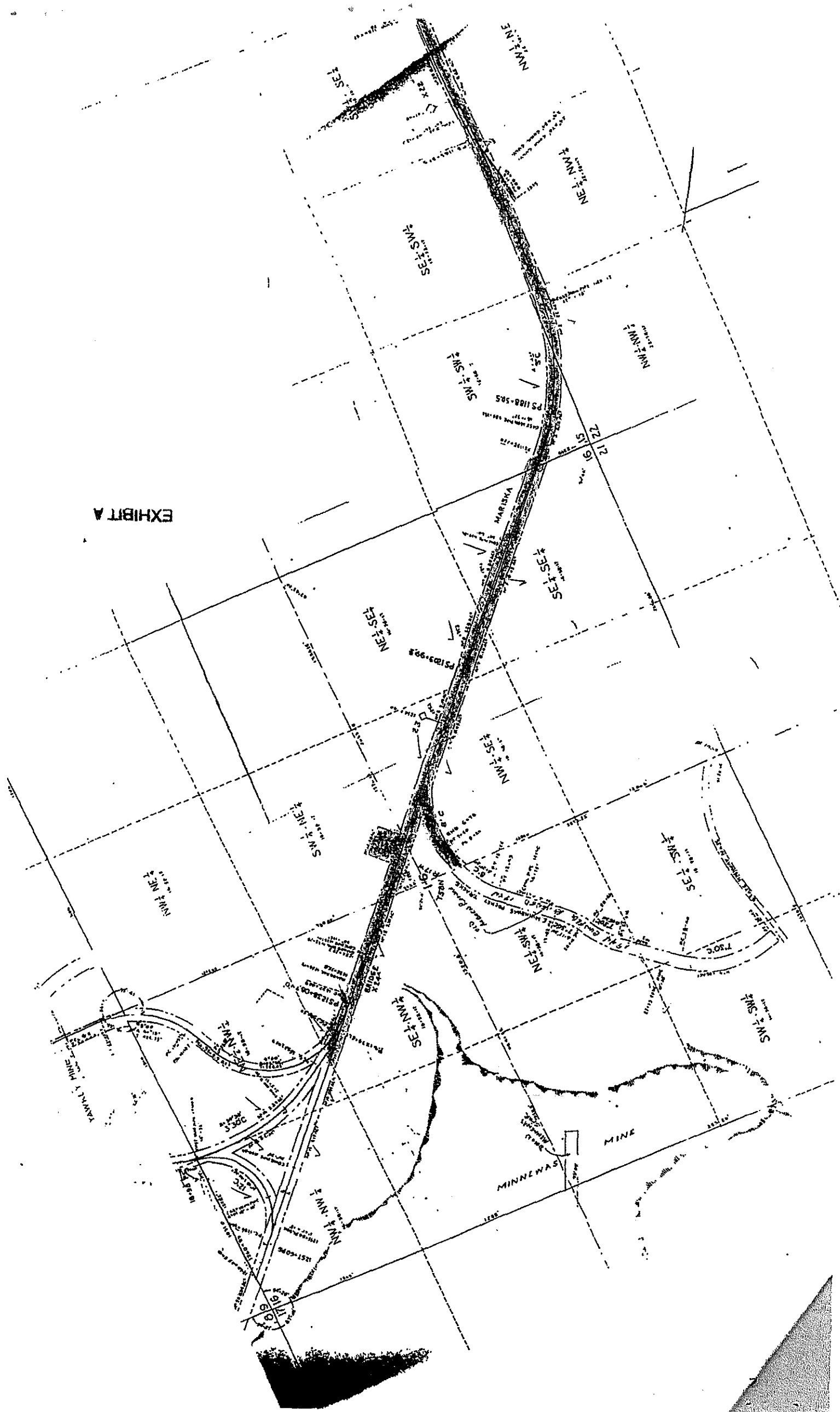


EXHIBIT A

EXHIBIT A



DEC 14 1992

0562588

MINNESOTA DEPARTMENT
OF NATURAL RESOURCES

133-23-0481

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, Made this 30th day of July, 19 92, between the State of Minnesota, by and through its Commissioner of Natural Resources, hereinafter called the Grantor, and St. Louis County hereinafter called the Grantee.

WITNESSETH, Whereas the Grantee has applied to the Grantor for the grant of an easement and right-of-way for road or trail purposes over certain lands owned by the State of Minnesota, situated in the County of St. Louis and administered by the Department of Natural Resources.

NOW, THEREFORE, Grantor pursuant to the authority of Minnesota Statutes, Section 84.63 and in consideration of the sum of Thirteen Thousand Four Hundred Forty and 00/100----- DOLLARS (\$13,440.00), to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, which amount constitutes full payment for the rights and interests herein conveyed including payment for any improvements, timber and forest growth that will be destroyed on the easement area, does hereby grant and convey unto the Grantee, from and after the 30th day of July, 1992, an easement and right of way for road or trail purposes, over and across the following described lands in the County of St. Louis, State of Minnesota, and more particularly shown on the plat hereto attached and described as follows:

See Exhibit A Legal Description Attached

The State of Minnesota reserves the right to sell or remove any and all stockpiled materials lying within or upon the right-of-way boundaries and to gain access to any and all stockpiled materials from the right-of-way.

The State of Minnesota reserves the right and responsibility to erect, maintain, and repair any and all fences or other barriers or signs around inactive mines or mine workings lying within the right-of-way boundaries.

Grantee may control access by installing a locked gate. Grantee shall provide a key to the District Forester in Eveleth and the Minerals Operation Manager, Division of Minerals, in Hibbing.

Contact Regional Realty Specialist Ross Cass in Grand Rapids 218-327-4420 10 days prior to construction and within 10 days following completion of easement work for compliance inspection.

Subject to:

1. Outstanding rights and interests, if any.
2. Grantee shall construct and maintain said right-of-way at its own expense.

NOTE: Plat should be on (8 1/4" x 11"), showing any existing road or trail thereon.

0562588

4. Grantee shall abide by all statutes, rules and regulations regarding the disposal of materials by burning.
5. Grantor shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.
6. Grantee shall, during construction, maintenance and operation, protect and preserve soil and vegetation cover and scenic and aesthetic values on the right-of-way and outside of construction limits.
7. Grantee shall have the right to close said right-of-way during any emergency, with the approval of the Grantor.
8. Grantor shall not be liable to the Grantee or any person for any injuries or damages to person or property arising from construction, operation or maintenance of said right-of-way.
9. Grantee shall provide for the prevention and control of soil erosion within the right-of-way, as required by the Grantor, that might be affected by construction, operation, or maintenance of the road or trail and shall plant and maintain vegetation of suitable species on all earth cut or fill slopes feasible for revegetation or on other area where ground cover is destroyed, provided that it be mutually determined by the Commissioner of Natural Resources and an authorized representative of the Grantee prior to completion of construction, that such steps are necessary and the Grantee shall maintain all terracing, water bars, lead-off ditches, culverts where necessary, and other preventive works that may be required to accomplish such agreed objectives.
10. Grantee shall establish no borrow, sand, or gravel pits, stone quarry or permanent storage areas, sites for road operations and maintenance facilities, camps, supply depots or disposal area within right-of-way, except with the prior written approval of the Grantor.
11. Grantee may maintain the right-of-way clearing by means of chemicals upon approval in writing by the Grantor.
12. Grantor hereby reserves for its own use, all the iron, coal, gold and other valuable minerals, and all water power, and all oils and gases, upon all lands covered by this easement, and the right to enter upon same for the purposes of exploration and mining same. After thirty years from the date of execution of this agreement, the Grantor, its lessees, or assignees may mine any or all of the lands covered by this easement, and construct all necessary roads, buildings and improvements relating to mining, without payment of any damages to the Grantee.
13. The easement grants no greater rights than existed prior to this grant, except as specifically granted herein.

The easement and right-of-way herein conveyed may be terminated either by mutual agreement of the parties hereto, or by the grantor upon thirty days written notice to the Grantee if Grantee fails to comply with applicable laws or the terms of this easement; otherwise to remain in effect as long as used for the purposes granted, provided, however, if the easement and right-of-way or any part thereof shall be abandoned or shall cease to be used by the Grantee for a period of one year, the rights and privileges hereby granted shall cease and terminate and the land traversed by the abandoned or unused segment shall be freed from this easement and right-of-way. In the event of such agreement to terminate or abandon, the Grantee, by authorized representative, shall furnish to the Grantor, a statement in recordable form evidencing termination.

Page 1 of 1

0562588

STATE OF MINNESOTA

Commissioner of Natural Resources

By Jeffrey C. Hanson
Jeffrey C. Hanson, Manager
Program Operations

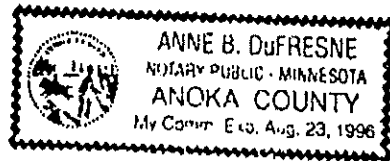
STATE OF MINNESOTA }
 }SS
COUNTY OF RAMSEY }

On this 30th day of July, 1992, before me, a Notary Public within and for said county and state, personally appeared Jeffrey C. Hanson who signed the foregoing instrument and acknowledged that he signed the same as his free act and deed for the uses and purposes therein set forth.

Anne B. DuFresne
Notary Public, _____
County _____
My Commission Expires _____

APPROVED AS TO FORM AND EXECUTION

By [Signature]
Special Assistant Attorney General
Date 8/6/92



This instrument has been drafted by the
Bureau of Real Estate Management
Department of Natural Resources
500 Lafayette Road
St. Paul, Minnesota 55155-4030

230481/LNDLIB/EASEMENT

OFFICE OF COUNTY RECORDER
STATE OF MINNESOTA } 55.
County of St. Louis }
I hereby certify that the within instru-
ment was filed in the office to record
as Document No. 0562588
DEC 1 1992 at 11:00 A.
MARK A. MONACELLI
County Recorder
By [Signature]
Deputy

0562588

EXHIBIT A

9999
Parcel 001

County Project 3236 Page 1

Legal Description:

West Half of Northeast Quarter (W 1/2 of NE 1/4) and Southeast Quarter of Northwest Quarter (SE 1/4 of NW 1/4) and the Southwest Quarter (SW 1/4) except that part lying south of Old Minnesota State Trunk Highway #135 as it existed on the 24th day of May, 1929. All of which is located in Section Sixteen (16), Township Fifty-eight (58) North, Range Seventeen (17) West of the 4th Principal Meridian.

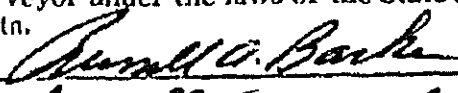
Rights to be Acquired:

A 150 foot wide PERMANENT EASEMENT for construction and maintenance of a Solid Waste Management access road, including ingress and egress over, under and across part of the above described property, the centerline of said easement being described as follows:

Assuming the south boundary line of the southwest quarter of said Section 16 to run N 87°38'19" E and beginning at a point on said line which is 1,117.38 feet west of the south quarter corner; thence run N 15°12'51" E for a distance of 109.94 feet to an angle point; thence run N 60°26'29" W for 306.14 feet to a point of curve, concave to the northeast, whose central angle is 84°33'18" and whose radius is 716.20 feet; thence along the arc of the curve for a distance of 1,056.94 feet to the point of tangency; thence N 24°06'49" E along the tangent for a distance of 852.39 feet to a point of curve, concave to the east, whose central angle is 17°49'35" and whose radius is 716.20 feet; thence along the arc of the curve for a distance of 222.83 feet to the point of tangency; thence N 41°56'24" E along the tangent for a distance of 642.54 feet to an angle point; thence N 39°16'39" E for a distance of 1,167.99 feet to a point of curve, concave to the west, whose central angle is 31°26'20" and whose radius is 716.20 feet; thence along the arc of the curve for a distance of 392.99 feet to the point of tangency; thence N 07°50'19" E along the tangent for a distance of 77.39 feet to a point of curve, concave to the east, whose central angle is 31°30'55" and whose radius is 716.20 feet; thence along the arc of the curve for a distance of 393.94 feet to the point of tangency; thence N 39°21'14" E along the tangent for a distance of 1,285.25 feet to the intersection with the north boundary line of Section 16 at a point 1,213.13 feet east of the north quarter corner of said Section 16. Said permanent easement contains approximately 22.4 acres.

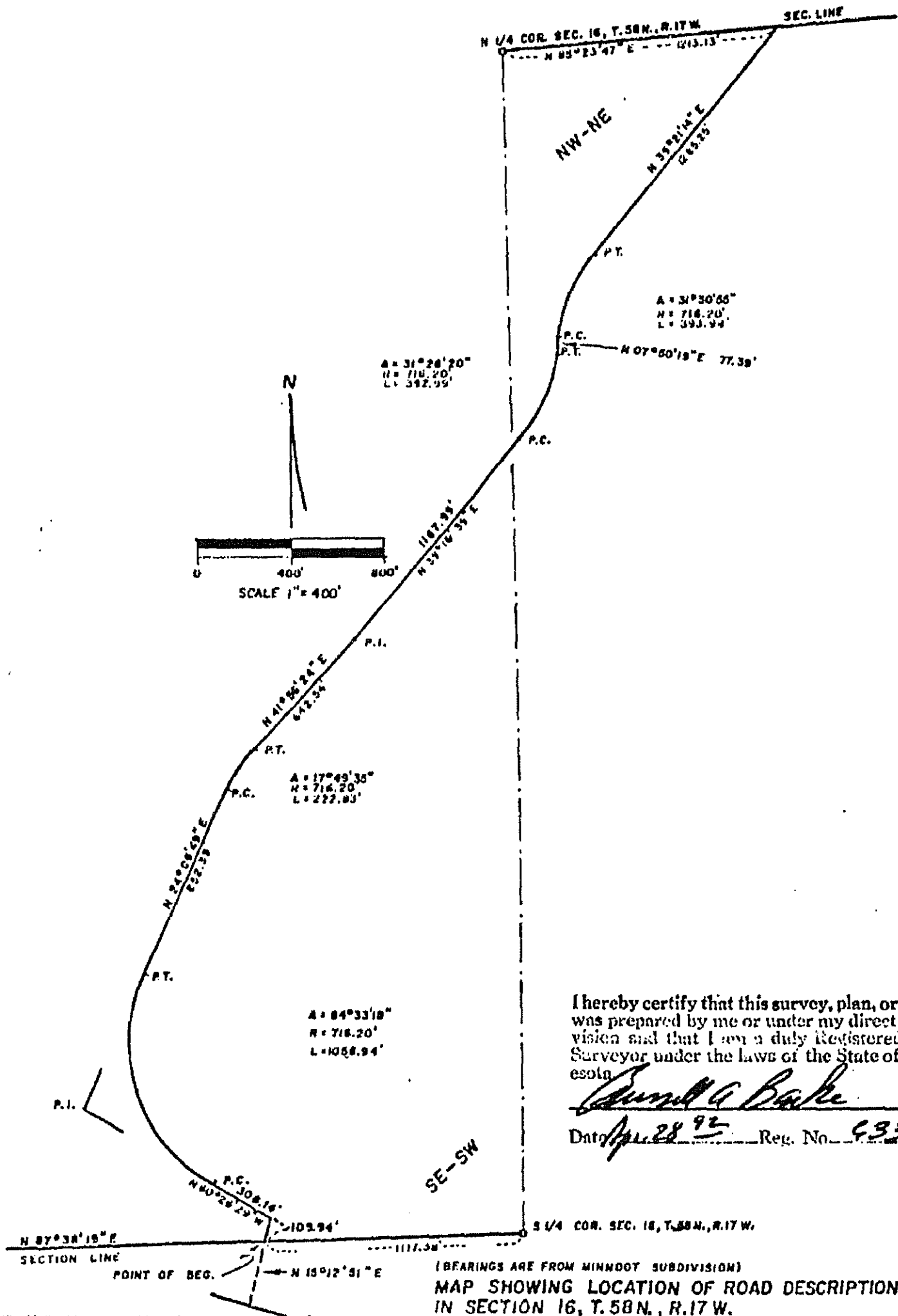
Printed: April 22, 1992

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.


Date Apr 28 '92 Reg. No. 6336

0562588

EXHIBIT B



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Samuel A. Baker
 Date Apr. 28 92 Reg. No. 4336

(BEARINGS ARE FROM MINNDOT SUBDIVISION)
 MAP SHOWING LOCATION OF ROAD DESCRIPTION
 IN SECTION 16, T.58N., R.17W.

Notary Public in & for
St. Louis Co. Minn

13528

Filed Dec 1st 1892 @ 11th P.M.

The State of Minnesota

Right of Way Deed.

Salath. & Iron Range Ry. Co.

This Indenture, Made and entered into, this twenty-third day of November, A.D. 1892, by and between the State of Minnesota, party of the first part, and the Salath. & Iron Range Railroad Company, party of the second part,

Witnesseth, That Whereas, by an act of the Legislature of the State of Minnesota, approved March 7th, 1878, it provided that a right-of-way over any swamp, school, internal improvement, or agricultural college lands held by the State, is granted to any railroad company proposing to construct, or that has constructed a railroad over and upon the same, in the conditions and terms in said act set forth.

And Whereas, it is provided in and by said act that such a right-of-way may be fifty feet in width on each side of the centre line of the main track, except where a greater width is necessary to protect the tracks against snow drifts, and in such case a width not exceeding one hundred feet in addition may be taken.

And Whereas, all the provisions of said act have been fully observed and complied with by the said party of the second part,

Now Therefore, in consideration of the sum of nine hundred and eighty-one (901) Dollars, and eight (8) cents paid by the Salath. & Iron Range Railroad Company to the Treasurer of the State of Minnesota, party of the first part, there is hereby granted by the State of Minnesota, to the said Salath. & Iron Range Railroad Company, its heirs, assigns, and successors, and every one of them, the right of way over and upon the same, in the conditions and terms in said act set forth, and the same is hereby confirmed and ratified, and the same shall be held and enjoyed by the said Salath. & Iron Range Railroad Company, its heirs, assigns, and successors, and every one of them, forever.

(BK 66 Serial 1 pg 418)

A strip of land one hundred feet in width, being fifty feet on each side of the center line of the main track, parallel therewith and continuous therewith, as said railroad is now staked out and located over and upon Section Sixteen (16) in Township Fifty-eight (58) of Range Seventeen (17) and the North one-half (N¹/₂) of the North West one-quarter (N.W. 1/4) of Section Sixteen (16) in Township Fifty-eight (58) of Range Sixteen (16).

The quantity of lands taken herein for railroad right-of-way purposes is eighteen and three hundred and seventy-one one-thousandths ($18\frac{371}{1000}$) acres more or less.

To Have and to Hold the said granted premises for the uses and purposes aforesaid with the appurtenances thereunto belonging to said party of the second part, its successors and assigns forever.

In Witness Whereof, I, William A. Morrison, Governor of the said State have hereunto set my hand, and caused the Great Seal of the said State to be hereunto affixed this twenty-third day of November A.D. 1892.

By the Governor,

W. C. Brown

William A. Morrison

Secretary of State

Signed, Sealed and
Delivered in presence of
H. H. Chapple
Geo. H. Dalton

Great Seal of
the State of Minnesota
1892

State Land Office

W. C. Brown

I hereby certify that the within right is duly and lawfully filed in this office for record on the 29th day of November 1892, at 12 o'clock A.M., and was duly recorded in Book 11 of Records and Record page 1193, 150

W. C. Brown

Commissioner of the

State Land Office

W. C. Brown

DEED RECORD No. 97.

11744

S. 11744 Nov 21st 1893 at St. Louis Mo.

This Indenture, Made this 18th day of November one year of our Lord one thousand eight hundred and ninety three between the State of Minnesota, Party of the first Part, and The Duluth and Iron Range Railroad Company, a company organized under the laws of the State of Minnesota, Party of the second Part, Testimony, that the said Party of the first Part, in consideration of the sum of Five (\$5.00) Dollars to it in hand paid by the said Party of the second Part, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, release and Quit Claim to the said Party of the second Part, its successors and assigns, forever, the Right of Way for the construction, maintenance and operation of one or more lines of railroad and telegraph, main and side tracks, with sites and grounds for depots, shops, warehouses, elevators, station houses, water tanks and other buildings and structures requisite or convenient for the proper carrying on of the business of said second Party over, in and upon all that tract or parcel of land lying and being in the County of St. Louis and State of Minnesota, described as follows to-wit: Beginning on the East line of Section 16 Township 58 North Range 17 West 4th P. 16. on the Center line of the Extension of the Western Wisconsin Branch of the Duluth and Iron Range Railroad, thence Northwestersly along and upon said Railroad Centerline three thousand and sixty nine and 7/10 feet, thence northeasterly at right angles to said Railroad Centerline two hundred and thirty-five feet, thence northwesterly parallel with said Railroad Centerline two hundred and thirty-five and 7/10 feet, thence southwesterly and at right angles with said Railroad Centerline two hundred and thirty five feet to said Centerline, thence south westerly along said centerline three thousand three hundred and four and 7/10 feet to the point of beginning, saving and excepting a strip of land fifty feet wide and two hundred and thirty-five and 7/10 feet long which adjoins said Railroad centerline and forms a part of the original right of way. The area intended to be conveyed comprising one (1) acre as near as may be is to be used for Railroad track building, granting, bargaining, selling, releasing and Quit Claiming to said second party each, every and all right and interest in and to said lands which said second Party might have acquired under and in pursuance of the provisions of Title One of Chapter Thirty-Four of the General Statutes 1878 of the State of Minnesota and the acts amendatory thereof, or under any existing statute of said state, to have and to hold the same, together with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, to the said Party of the second Part, its successors and assigns forever, excepting and reserving an iron ore and other minerals in said land, together with the right to mine and remove the same at any time, but only in such manner as shall not in any way injure or interfere with the railway track or structures or other improvements for which said land is granted and conveyed as above stated, or the free and legitimate use of the said land for railway purposes.

BK 97 deeds / pg 42
11/21/1893

10-10-68

BK 69 of seeds / pg 467



Right of Way Deed.

Whereas by an act of the Legislature of the State of Minnesota, approved March 7th, 1885, it was provided that a right of way over any Swamp, School, Internal Improvement, Agricultural College or University Lands held by the State of Minnesota is granted to any Railroad Company proposing to construct or that has constructed a railroad over and upon the same, upon the condition and terms in said Act set forth:

And Whereas, it is further provided in said act that such right of way may be fifty feet in width on each side of the center line of the main tracks, except where a greater width is necessary to protect the tracks against snow drifts, and in such cases a width not exceeding one hundred feet in addition may be taken.

And Whereas, all the provisions of said act have been fully observed and complied with by the said party of the second part,

Now Therefore, in consideration of the premises and the sum of seventeen Dollars (\$17.00) paid by the Duluth and Iron Range Railroad Company to the State of Minnesota, part of the first part, there is hereby granted by the State of Minnesota to the Duluth and Iron Range Railroad Company and its successors and assigns forever, the sole, free and unobstructed use of the right of way over the following tract or parcel of land, situate, lying and being in the County of St. Louis, in the State of Minnesota, and described as follows, to wit:

A strip of land one hundred feet in width, being fifty feet on each side of the center line of the main track, parallel thereto and continuous therewith, of the aforesaid Railroad as said Railroad is now staked out and located over and upon the North one half (N. 1/2) of the North West one quarter (NW 1/4), and the South one half (S. 1/2) of the North West one quarter (NW 1/4) of Section sixteen (16) in Township fifty eight (58) North of Range one (1) West. The quantity of land taken herein for Railroad purposes being three and forty one (341) acres.

...and it is the only one of its kind in the world.

the use and power aforesaid, with the appurtenances thereunto
belonging to said party of the second part its successors and assigns
forever.

In Witness Whereof I, Knute Nelson, Governor of the State
of Minnesota, have signed these presents as Governor of said State and
caused the Great Seal to be hereunto affixed, this twentieth day of April
A.D. 1893.

The Great Seal
of the State of Minnesota
1893

Knute Nelson

By the Governor

F. P. Brown

Secretary of State.

Signed, Sealed and delivered in the presence of

W. H. Angell

L. M. Baker

Witnesses.

State of Minnesota

County of Ramsey, } ss.

Be it known, that on this twentieth day
of April, eighteen hundred and ninety three, before me personally
came Knute Nelson, Governor of the State of Minnesota to me
known to be the identical person who executed the foregoing convey-
ance as Governor of said State; and acknowledged that he exe-
cuted the same by virtue of the authority therein recited, as the
free act and deed of the State of Minnesota.

Notarial Seal
Ramsey County
Minn.

W. H. Angell, Notary Public
Ramsey County, Minnesota.

State Bond Office, St. Paul, Minn.

I hereby certify that the within deed was filed in this office
for record on the 27th day of April 1893 at 2 o'clock P.M. and
was duly recorded in book A. of Miscellaneous Record pages 164 166.

A. B. Corman

Commissioner of the State Land Office.

Filed June 22 1893 at 3:00 P.M.

State of Minnesota

Duluth, Missabe and Northern Ry. Co.

Right of Way Deed.

This Indenture, made and executed this 13th day of May, A.D. 1893, by and between the State of Minnesota, party of the first part, and the Duluth, Missabe and Northern Railway Company, party of the second part, Witnesseth:-

Whereas, by an Act of the Legislature of the State of Minnesota, approved March 7th, 1885, it is provided that a right of way over any Swamp, School, Internal Improvement, Agricultural College or University Lands, held by the State of Minnesota, is granted to any Railroad Company proposing to construct or that has constructed a Railroad over and upon the same, upon the conditions and terms in said Act set forth:

And Whereas, it is further provided in said Act that such right of way may be fifty feet in width on each side of the center line of the main tracks, except where a greater width is necessary to protect the tracks against snow drifts, and in such cases, a width not exceeding one hundred feet in addition may be taken:

And Whereas, all the provisions of said Act have been fully observed and complied with by the said party of the second part:

Now Therefore, in consideration of the premises and the sum of two hundred forty seven and ten one hundredths dollars (\$247.10), paid by the Duluth, Missabe and Northern Railway Company to the State of Minnesota, party of the first part, there is hereby granted by the State of Minnesota to the Duluth, Missabe and Northern Railway Company and its successors and assigns forever, the sole, free and unobstructed use of the right of way over the following tracts or parcels of land, situate, lying and being in the County of St. Louis, in the State of Minnesota, and described as follows, to-wit:-

A strip of land one hundred and fifty feet in width, lying twenty five feet on each side of the center line of the main tracks, parallel thereto and coterminous therewith, of the aforesaid right of way so much of said right of way as is located upon the following subdivisions hereinafter described, as said Railroad Company has staked out and located over and upon the North East one quarter (NE 1/4) of Section eight (8), - the North West one quarter (NW 1/4), and the North West one quarter (NW 1/4) of the North East one quarter (NE 1/4) of Section, Ten (10), all being in

BK 65 deeds / pg 577

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nty Minn.

To a strip fifty eight (58) North of Range Section 117 West

There is a strip of land one hundred and fifty feet width, being seventy five feet on each side of the center line of the main track, parallel thereto and as terminus of the said strip of the aforesaid Railroad, as the said Railroad is now situated and is located over and upon the South West one quarter (1/4) of the South West one quarter (1/4) of Section 117, and the East one half (1/2) of the South East one quarter (1/4) of Section sixteen (16), all being in Township fifty eight (58) North of Range eighteen (18) West. The quantity of land taken herein for Railroad right of way purposes being fifty one and forty five one hundredths (51 45/100) acres, more or less.

To Have and to Hold the said granted premises for the uses and purposes aforesaid, with the appurtenances thereto belonging to said party of the second part, its successors and assigns forever.

In Witness Whereof, I Knute Nelson, Governor of the State of Minnesota, have signed these presents as Governor of said State and caused the Great Seal to be hereunto affixed, this 13th day of May, A.D. 1893.

The Great Seal
of the State of
Minnesota
1893

Knute Nelson,
Governor.

By the Governor

J. P. Brown

Signed Sealed and Delivered
in the presence of

Secretary of State,

W. H. Angell
E. P. Wade

State of Minnesota } ss.
County of Ramsey }

Be it known that on, or, this thirtieth day of May, eighteen hundred and ninety-three, before me personally, Knute Nelson, Governor of the State of Minnesota, to me known to be the identical person who executed the foregoing conveyance as Governor of said State, and acknowledged that he executed the same by virtue of the authority therein recited, as the free act and deed of the State of Minnesota.

Notary Public
in and for
the County of Ramsey,
Minnesota.

W. H. Angell, Notary Public
Ramsey County, Minnesota.

State Land Office, St. Paul, Minn.

I hereby certify that the within Right of Way Deed was filed in this office for record on the 17th day of May, 1893 at 11 o'clock A.M. and was duly recorded in Book A of Miscellaneous Record pages 167 & 168.

A. R. Brown, Commissioner of the State
Land Office

DEED RECORD No. 94.

BK 94 deeds, pg 179

Deed, number two (2) with the hereditaments and appurtenances and warranty, release and quit claim to the party of the second part, his heirs and assigns, all interest of whatever kind acquired by us under and by virtue of said Sheriff's certificate and mortgage which was so foreclosed, was executed by Henry Schwalbe and Carrie Schwalbe, his wife, to the said J. E. Bradley, mortgage dated 23d day of March, 1892, and duly recorded in the Office of Register of Deeds for St. Louis County, Minnesota on the 26th day of March, A.D. 1892 at 11:10 o'clock A.M. in Book ninety-three (93) of mortgages on page eight, To Have and To Hold. The same together with all and singular the lands and premises hereby covered with the hereditaments and appurtenances thereto belonging and in any wise pertaining unto the said party of the second part his heirs and assigns forever. In Testimony Whereof, We have hereunto set our hands and seals this 27th day of January 1894.

Signed, Sealed and Delivered
in presence of
Frank Cutting, E. H. Johnston

J. E. Bradley (Seal)
Nettie Bradley (Seal)

State of Minnesota
County of St. Louis

" On this 27th day of January 1894, before me, a Notary Public within and for said County, personally appeared J. E. Bradley and Nettie his wife, to — well known to be the same persons described in and who executed the foregoing instrument and personally acknowledged that they executed the same as their free act and deed.

Notarial Seal
St. Louis Co.
Minn.

Frank Cutting, Notary Public
St. Louis County

No. 2611.

Filed Apr. 5, 1894, at 11:05 P.M.

State of Minnesota
The Duluth & Iron Range R.R. Co.

Right of Way Deed.

This Indenture, made and executed this 29th day of March, A.D. One Thousand Eight Hundred and Ninety four, by and between the State of Minnesota, party of the first part, and The Duluth and Iron Range Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, party of the second part. Witnesseth:

Whereas, by an act of the Legislature of the State of Minnesota, approved March 7th, 1878, as amended by the Act of the Legislature, approved March 10th, 1880, it is provided that a right of way over any swamp, school, internal

improvements or otherwise, and the right of way for any rail-
road company proposing to construct, maintain, operate a railroad
over and upon the same, on the conditions and terms in said act forth;

And Whereas, it is further provided in said act that such right of way
may be fifty (50) feet in width on each side of the center line of the main
tracks, except where a greater width is necessary to protect the tracks against
snow drifts, and in such cases a width not exceeding one hundred and
fifty (150) feet in addition may be taken, subject to the approval of the
Governor, as to the width to be taken;

And Whereas, all the provisions of said acts have been fully observed
and complied with by the said party of the second party;

Now Therefore, in consideration of the premises and the sum of
Forty-two Dollars (\$42.00) paid by the said party of the second part
to the Treasurer of the State of Minnesota, there is hereby granted by the
State of Minnesota, party of the first part to the said party of the second
part, its successors and assigns, forever, the sole, free and unobstructed
use of and right of way over and upon the following pieces or parcels
of land lying and being in the County of Saint Louis, in the State of
Minnesota and described as follows, to-wit: Fifty (50) feet on each
side of the center line of the Auburn Branch of the Western Mesaba
Branch of the Duluth and Iron Range Railroad, which leaves the main
line in the NW 1/4 of S 1/2 E 1/4 of Section Sixteen (16), thence westerly, through
said subdivision and through the NE 1/4 of S 1/2 E 1/4, S 1/2 E 1/4 of S 1/2 E 1/4,
and NW 1/4 of S 1/2 E 1/4, as said branch is located and surveys one and across
said lands, containing eight and sixty-one hundredths (8.61) acres, more or less.

Also a strip of land along the southwesterly side of the right of
way of the main line of the Western Mesaba Branch of the Duluth
and Iron Range R.R., described as follows:

Commencing at a point where the southwesterly boundary of the right
of way of the said railroad intersects the east boundary line of said Section
Sixteen, thence northwesterly, along the said southwesterly boundary of said
right of way, a distance of twenty-four hundred and forty-five (2,545) feet;
thence southwesterly fourteen (14) feet, measured at right angles to the center
line of said railroad; thence southwesterly and parallel with said right of
way boundary line and fourteen (14) feet distant from the same, to the east
boundary line of said Section Sixteen (16); thence north to the place of be-
ginning; containing eighty-one hundredths (81.10) of an acre, more or less.
All the foregoing described lands lying and being in Section Sixteen
(16), Township Fifty-eight (58) North of Range Seventeen (17), West of the
Fourth Principal Meridian, and not in any other way, tract or parcel.

DEED RECORD NO. 94.

deceded in the plat dated March 26th, 1874, and certified by H. Briggs, Chief Engineer of said Duluth and Iron Range Railroad Company, which has been deposited in the State Land Office.

The foregoing conveyance is made in correction and substitution of a deed heretofore executed by said party of the first part to the said party of the second part, dated March Twentieth 1874, and conveying the same lands.

To Have and to Hold the said granted premises for the use and purposes aforesaid with the appurtenances therein to belonging to the said party of the second part, it successors and assigns forever.

In Testimony whereof, I, Arthur Nelson, Governor of the State of Minnesota, have signed these presents as Governor of said State and caused the Great Seal of the State to be hereunto affixed this 24th day of March A.D. 1874.

Arthur Nelson

Governor

Attest
State of Minnesota
1874

Attest

F. R. Brown

Secretary of State

Witness my hand and seal of office this 24th day of March A.D. 1874.

H. H. Oggett

Notary Public

State of Minnesota }
County of Ramsey }

Subscribed and sworn to before me this 24th day of March A.D. 1874, by the said Arthur Nelson, Governor of the State of Minnesota, to be attested to by the Notary Public for said State and acknowledged before me by the said Arthur Nelson, Governor of the State of Minnesota, as the authority to the said Governor, in and to the said State of Minnesota.

Notaral Seal
Ramsey County
Minnesota

H. H. Oggett

Notary Public

For my Hand
and Seal

1247669

Office of the County Recorder
St. Louis County, Minnesota

Recorded on 10/16/2014
at 3:57 PM

Document No. 01247669

Mark A. Monacelli
County Recorder

By B Goodreau, Deputy

AFR 344516



DO NOT REMOVE

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS AND MINERALS

LEASE TO EXPLORE FOR, MINE AND REMOVE
METALLIC MINERALS

ISSUED UNDER AUTHORITY OF
MINNESOTA STATUTES SECTION 93.25; AND
MINNESOTA RULES, PARTS 6125.0100-.0700, THE RULES
ADOPTED BY THE STATE EXECUTIVE COUNCIL
ON NOVEMBER 8, 1966, AMENDED EFFECTIVE
SEPTEMBER 7, 1982, AMENDED EFFECTIVE MAY 23, 1988,
AND AMENDED EFFECTIVE JUNE 26, 1995.

Return to:

MN ONR

AFR # 344516

Cash Chg Bill 46-

Lease No. MM- 10182

Mining Unit SL-16-58-17

This lease agreement is entered into on the 6th day of December, 2007. The parties to this lease are the State of Minnesota, called the state, and

Lehmann Exploration Management, Inc.
12 South 6th Street, Suite 1140
Minneapolis, Minnesota 55402, a Minnesota corporation,

called the lessee.

1. **Term; description of mining unit.** The state, in consideration of the sum of One thousand nine hundred eighty-two and 90/100 (1,982.90) Dollars, paid by the lessee, being the rental provided in this lease for the unexpired portion of the current calendar year and for the next succeeding two (2) calendar years, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions of this lease to be performed by the lessee, agrees to lease to the lessee for a term of fifty (50) years beginning the 6th day of December, 2007, the following described mining unit, situated in the county of Saint Louis in the State of Minnesota:

North Half-section (N1/2),
North Half of Southwest Quarter (N1/2-SW1/4),
Southwest Quarter of Southwest Quarter (SW1/4-SW1/4), except that part lying south of temporary trunk highway 35 as established by Commissioner of Highway's Order No. 1676 and subsequently redesignated County Road 921 in 1956,
Southeast Quarter of Southwest Quarter (SE1/4-SW1/4), except that part lying south of temporary trunk highway 35 as established by Commissioner of Highway's Order No. 1676 and subsequently redesignated County Road

and the minerals and mineral rights in

Southwest Quarter of Southwest Quarter (SW1/4-SW1/4), that part lying south of temporary trunk highway 35 as established by Commissioner of Highway's Order No. 1676 and subsequently redesignated County Road 921 in 1956,

Southeast Quarter of Southwest Quarter (SE1/4-SW1/4), that part lying south of temporary trunk highway 35 as established by Commissioner of Highway's Order No. 1676 and subsequently redesignated County Road 921 in 1956,

Southeast Quarter (SE1/4);

all in Section Sixteen (16), Township Fifty-eight (58) North, Range Seventeen (17) West, containing 637.59 acres, more or less.

Known special feature or uses: that part of the surface of said section that constitutes the Mesabi Regional Trail, controlled by the Trails and Waterways Unit, Department of Natural Resources

2. Definitions. For the purposes of this lease, the following words have the meanings given them:

a. "Associated mineral products" means those intermingled or associated materials and substances recovered from each ton of crude ore mined from the mining unit that are excluded from the definition of metallic minerals.

b. "Commissioner" means the commissioner of natural resources of the state of Minnesota, or the commissioner's designated representative.

c. "Metallic minerals," whether singular or plural, means any mineral substances of a metalliferous nature, except iron ores and taconite ores.

d. "Ton" means 2,000 pounds avoirdupois after removal of all free moisture from the material weighed, by drying at 212 degrees Fahrenheit.

e. "Troy ounce" means a unit of mass equal to 480 grains or 31.1035 grams or 1.0971 avoirdupois ounces.

3. Use of surface of lands. The mining unit is leased to the lessee for the purpose of exploration for, mining, and removing ores primarily valuable for metallic minerals content that are found on or in the mining unit.

The lessee has the right to construct or make buildings, excavations, openings, ditches, drains, railroads, roads, and other improvements on the mining unit as necessary or suitable for those purposes. All buildings and ditches must be constructed according to applicable local ordinances. The locations of railroads, roads, and other improvements are subject to review by the commissioner. The lessee has the right to mill and concentrate the ores mined, either upon the mining unit or elsewhere, but the right to mill and concentrate does not include the right to reduce or smelt ore upon the mining unit without an agreement between the lessee and the commissioner, authorizing that use of the surface of the land and providing for the necessary protection of life and property. The lessee may contract with others for doing any work authorized or required under this lease, or for the use of the mining unit or any part of it for the purposes of the lease, but no contract of this type relieves the lessee from any duty, obligation, or liability under the lease. No such contract providing for shipping, handling, or removal of ore-bearing material becomes effective for any purpose until three executed duplicates of the contract have been filed with the commissioner.

4. State's right to lease iron ores, taconite ores, coal, oil, gas, and other liquid or gaseous hydrocarbon substances. The state reserves the right to lease or grant to other persons or corporations the right to explore for, mine, remove, and beneficiate iron ores, taconite ores, coal, oil, gas, and other liquid or gaseous hydrocarbon substances, that are located in the mining unit. The state agrees that any permit or lease granted by it to any person or corporation to explore for, develop, mine, or dispose of the iron ores, taconite ores, coal, oil, gas, and other liquid or gaseous hydrocarbon substances shall contain a provision that the permittee or lessee shall exercise those rights so as not to cause any unnecessary or unreasonable injury or hindrance to the operations of the lessee of this lease in the exploration for,